

<i>SERFF Tracking Number:</i>	<i>PALD-126926341</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pacific Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47552</i>
<i>Company Tracking Number:</i>	<i>NEW INDEX ACCOUNTS</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.101 External Indexed - Single Life</i>
	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>New Index Accounts</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: Pacific Life Insurance Company	SERFF Tr Num: PALD-126926341	State: Arkansas
Product Name: New Index Accounts	SERFF Status: Closed-Accepted	State Tr Num: 47552
TOI: L09I Individual Life - Flexible Premium	For Informational Purposes	
Adjustable Life	Co Tr Num: NEW INDEX	State Status: Filed-Closed
Sub-TOI: L09I.101 External Indexed - Single Life	ACCOUNTS	
Filing Type: Form	Author: Robin Lee	Reviewer(s): Linda Bird
	Date Submitted: 12/17/2010	Disposition Date: 01/05/2011
		Disposition Status: Accepted For Informational Purposes
Implementation Date Requested:		Implementation Date:
State Filing Description:		

General Information

Project Name:	Status of Filing in Domicile:
Project Number:	Date Approved in Domicile:
Requested Filing Mode:	Domicile Status Comments:
Explanation for Combination/Other:	Market Type:
Submission Type:	Overall Rate Impact:
Filing Status Changed: 01/05/2011	
State Status Changed: 01/05/2011	Deemer Date:
Created By: Robin Lee	Submitted By: Robin Lee
Corresponding Filing Tracking Number:	
Filing Description:	
December 13, 2010	

NAIC # 00067466
FEIN # 95-1079000

Mr. John Shields
Policy Form Filings, Life
Arkansas Department of Insurance

SERFF Tracking Number: PALD-126926341 State: Arkansas
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TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.101 External Indexed - Single Life
Adjustable Life
Product Name: New Index Accounts
Project Name/Number: /
1200 W. Third Street
Little Rock, AR 72201-1904

Re: Informational Filing for New and Revised Policy Specifications Pages for
Form# P08PI3 (Indexed Universal Life Insurance), approved 11/13/2007
Form# P08PIM (Indexed Universal Life Insurance), approved 11/13/2007
Form# P09IEP (Indexed Universal Life Insurance), approved 11/6/2008
Form #P09IEM (Indexed Universal Life Insurance), approved 7/31/2009

Dear Mr. Shields,

We are submitting the above-referenced individual life insurance Policy Specifications pages in final print for your approval. The Policy Specifications pages are for two new indexed accounts, the 1 Year Indexed Account 2 and the 2 Year Indexed Account, and these will be available for both new and in force policies, on the products referenced above.

Furthermore, we will no longer offer the previously-approved 5 Year Indexed Account and plan to close it to new segments on or about March 15. The 5 Year Indexed Account 2 will continue to be available to newly issued policies and we will offer this indexed account to owners of in force policies.

This filing is being submitted in Nebraska, our state of domicile, and in all other states where Pacific Life is licensed that require such filing.

The following pertain to this submission:

- Actuarial Memorandum, and any required certifications, are enclosed.
- Since there are no new policies being submitted, there is no requirement for an Illustration Actuary's Certification nor for a sample illustration.
- The 1 Year Indexed Account 2 and the 2 Year Indexed Account Policy Specifications pages satisfy any relevant readability requirements (any required certification is enclosed), with readability scores of: 53.9 and 54.4, respectively.
- These indexed accounts will be marketed in connection with the above-reference products through our licensed and appointed agents. The target release date is 2/1/2011, or upon approval.
- These indexed accounts will be used mainly with application #A10IUW2, previously approved by your state on 3/17/10.
- If a filing fee is required, it is handled in the usual manner.

To the best of my knowledge and belief this filing complies with the laws and regulations of your state. If you would like to discuss any aspect of this filing, please feel free to contact me at (800) 800-7681, extension 7087.

SERFF Tracking Number: PALD-126926341 State: Arkansas
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TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.101 External Indexed - Single Life
Adjustable Life
Product Name: New Index Accounts
Project Name/Number: /

Sincerely,

Robin Lee, FLMI, AIRC
Senior Compliance Analyst, Product Compliance, Life Division

Company and Contact

Filing Contact Information

Robin Lee, Compliance Analyst
45 Enterprise Drive
Aliso Viejo, CA 92656
rmlee@pacificlife.com
949-420-7087 [Phone]
949-420-7424 [FAX]

Filing Company Information

Pacific Life Insurance Company
45 Enterprise Drive
Aliso Viejo, CA 92656
(949) 420-7080 ext. [Phone]
CoCode: 67466
Group Code: 709
Group Name:
FEIN Number: 95-1079000
State of Domicile: Nebraska
Company Type:
State ID Number:

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance Company	\$0.00	12/17/2010	

SERFF Tracking Number:	PALD-126926341	State:	Arkansas
Filing Company:	Pacific Life Insurance Company	State Tracking Number:	47552
Company Tracking Number:	NEW INDEX ACCOUNTS		
TOI:	L09I Individual Life - Flexible Premium Adjustable Life	Sub-TOI:	L09I.101 External Indexed - Single Life
Product Name:	New Index Accounts		
Project Name/Number:	/		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Accepted For Informational Purposes	Linda Bird	01/05/2011	01/05/2011

<i>SERFF Tracking Number:</i>	<i>PALD-126926341</i>	<i>State:</i>	<i>Arkansas</i>
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	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>New Index Accounts</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Disposition

Disposition Date: 01/05/2011

Implementation Date:

Status: Accepted For Informational Purposes

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PALD-126926341 State: Arkansas

Filing Company: Pacific Life Insurance Company State Tracking Number: 47552

Company Tracking Number: NEW INDEX ACCOUNTS

TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.101 External Indexed - Single Life

Adjustable Life

Product Name: New Index Accounts

Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Actuarial Memoranda for New Indexed Accounts		Yes
Form	Index Account Spec. Pages		Yes
Form	Index Account Spec. Pages		Yes
Form	Index Account Spec. Pages		Yes
Form	Index Account Spec Pages		Yes

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TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.101 External Indexed - Single Life

Adjustable Life

Product Name: New Index Accounts

Project Name/Number: /

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	P08PI34	Schedule Pages	Index Account Spec. Initial Pages			53.900	P08PI3IndActSpec2.pdf
	P08PIM4	Schedule Pages	Index Account Spec. Initial Pages			53.900	P08PIMIndActSpec2.pdf
	P09IEP4	Schedule Pages	Index Account Spec. Initial Pages			53.900	P09IEPIndActSpec2.pdf
	P09IEM4	Schedule Pages	Index Account Spec. Initial Pages			53.900	P09IEMIndActSpec2.pdf

POLICY SPECIFICATIONS

1 YEAR INDEXED ACCOUNT

Segment Term: 1 Year

Segment Guaranteed Interest Rate: 0.00%

Cumulative Segment Guaranteed Interest Rate: 0.00%

Guaranteed Minimum Participation Rate: 100% for the Segment Term

Guaranteed Minimum Growth Cap: 3% for the Segment Term

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. Also, see Indexed Accounts.

Index – The Index is the Standard & Poor's 500® Composite Stock Price Index, excluding dividends. If the Standard & Poor's 500® Composite Stock Price Index is discontinued, or if we are unable to use it for reasons beyond our control, we will substitute a successor index of our choosing. In such case, we will notify you of the change at your last known address.

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Segment Indexed Interest Rate – The Segment Indexed Interest Rate reflects any growth in the Index multiplied by the Participation Rate, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to $[(a \times b) \text{ and } c] - d$, such result being not less than zero, where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated, as $(b \div a) - 1$, where:

a = the Closing Value of the Index as of the day before the beginning of the Segment Term; and

b = the Closing Value of the Index as of the day before the end of the Segment Term.

Participation Rate – This is the percentage of the Index Growth Rate that is used in calculating the Segment Indexed Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in your Annual Report.

Growth Cap – This is the maximum total interest rate for a Segment over the Segment Term, including both the Cumulative Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in your Annual Report.

Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

Deductions from the Accumulated Value – If there is more than one Indexed Account with the same Segment Term, deductions from each such Indexed Account will occur in numeric order according to the number designation at the end of the name of the Indexed Account, provided that deductions from any Indexed Account without such a number designation will occur before deductions from any Indexed Account with a number designation.

POLICY SPECIFICATIONS

1 YEAR INDEXED ACCOUNT 2

Segment Term: 1 Year

Segment Guaranteed Interest Rate: 0.00%

Cumulative Segment Guaranteed Interest Rate: 0.00%

Guaranteed Minimum Participation Rate: 100% for the Segment Term

Guaranteed Minimum Growth Cap: 3% for the Segment Term

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. Also, see Indexed Accounts.

Index – The 1 Year Indexed Account 2 provides returns based in part on the returns of three Indexes (Index A, B and C below), excluding dividends. We reserve the right in our sole discretion to substitute any of the Indexes, including if an Index is discontinued or no longer published. In such case, we will notify you of the change at your last known address.

Index A – MSCI Emerging Markets Index (published under the ticker symbol “MXEF”)

Index B – Hang Seng Index (published under the ticker symbol “HSI”)

Index C – EURO STOXX 50® Index, a registered trademark of STOXX Limited (published under the ticker symbol “SX5E”)

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Average Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Average Segment Indexed Interest Rate – The Average Segment Indexed Interest Rate is the average of each Index’s Segment Indexed Interest Rate for each Index, we calculate the Segment Indexed Interest Rate as described below.

Segment Indexed Interest Rate – With regard to each Index, the Segment Indexed Interest Rate reflects any growth in the Index multiplied by the Participation Rate, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to [the lesser of (a x b) and c] – d, such result being not less than zero, where:

a = Index Growth Rate of the Index

b = Participation Rate

c = Growth Cap

d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated separately with regard to each Index, as $(b \div a) - 1$, where:

a = the Final Value of the Index as of one calendar day before the beginning of the Segment Term, provided the New York Stock Exchange is open that day, and if it is not then as of the next day that the New York Stock Exchange is open; and

b = the Final Value of the Index as of one calendar day before the end of the Segment Term provided the New York Stock Exchange is open that day, and if it is not then as of the next day that the New York Stock Exchange is open.

The Final Value of any particular Index on any calendar day used in calculating the Index Growth Rate as provided above means the value determined by that Index’s provider as the Index’s final value for that calendar day. If no Final Value is determined for any Index as of the day the New York Stock Exchange

POLICY SPECIFICATIONS

is open as provided above, then we will use the Final Value for the most recent preceding calendar day for which a Final Value was determined for that Index.

Participation Rate – This is the percentage of the Index Growth Rate of the Index that is used in calculating the Segment Indexed Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We apply the same Participation Rate to each Index. We may declare a higher Participation Rate, which will be shown in your Annual Report.

Growth Cap – This is the maximum total interest rate for each Index over the Segment Term, including both the Cumulative Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. The Guaranteed Minimum Growth Cap is shown above. We apply the same Growth Cap to each Index. We may declare a higher Growth Cap, which will be shown in your Annual Report.

Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

Deductions from the Accumulated Value – If there is more than one Indexed Account with the same Segment Term, deductions from each such Indexed Account will occur in numeric order according to the number designation at the end of the name of the Indexed Account, provided that deductions from any Indexed Account without such a number designation will occur before deductions from any Indexed Account with a number designation.

POLICY SPECIFICATIONS

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A policyowner, by purchasing the policy, will be regarded as having acknowledged, understood, and accepted this disclaimer. The level of the Hang Seng Index at any time for the purposes of the Product will be the level as calculated by Hang Seng Indexes Company Limited.

EURO STOXX 50® Index:

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STOXX and its Licensors do not:

- Sponsor, endorse, sell or promote the **1 YEAR INDEXED ACCOUNT 2**.
- Recommend that any person invest in the **1 YEAR INDEXED ACCOUNT 2** or any other securities.
- Have any responsibility or liability for or make any decisions about the timing, amount or pricing of the **1 YEAR INDEXED ACCOUNT 2**.
- Have any responsibility or liability for the administration, management or marketing of the **1 YEAR INDEXED ACCOUNT 2**.
- Consider the needs of the **1 YEAR INDEXED ACCOUNT 2** or the owners of the **1 YEAR INDEXED ACCOUNT 2** in determining, composing or calculating the EURO STOXX 50® Index or have any obligation to do so.

POLICY SPECIFICATIONS

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- **STOXX and its Licensors do not make any warranty, express or implied and disclaim any and all warranty about:**
 - **The results to be obtained by the 1 YEAR INDEXED ACCOUNT 2, the owner of the 1 YEAR INDEXED ACCOUNT 2 or any other person in connection with the use of the EURO STOXX 50® Index and the data included in the EURO STOXX 50® Index;**
 - **The accuracy or completeness of the EURO STOXX 50® Index and its data;**
 - **The merchantability and the fitness for a particular purpose or use of the EURO STOXX 50® Index and its data;**
- **STOXX and its Licensors will have no liability for any errors, omissions or interruptions in the EURO STOXX 50® Index or its data;**
- **Under no circumstances will STOXX or its Licensors be liable for any lost profits or indirect, punitive, special or consequential damages or losses, even if STOXX or its Licensors knows that they might occur.**

The licensing agreement between Pacific Life Insurance Company and STOXX is solely for their benefit and not for the benefit of the owners of the 1 YEAR INDEXED ACCOUNT 2 or any other third parties.

POLICY SPECIFICATIONS

2 YEAR INDEXED ACCOUNT

Segment Term: 2 Year

Segment Guaranteed Interest Rate: 0.00%

Cumulative Segment Guaranteed Interest Rate: 0.00%

Guaranteed Minimum Participation Rate: 100% for the Segment Term

Guaranteed Minimum Growth Cap: 6% for the Segment Term

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. Also, see Indexed Accounts.

Index – The Index is the Standard & Poor's 500® Composite Stock Price Index, excluding dividends. If the Standard & Poor's 500® Composite Stock Price Index is discontinued, or if we are unable to use it for reasons beyond our control, we will substitute a successor index of our choosing. In such case, we will notify you of the change at your last known address.

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Segment Indexed Interest Rate – The Segment Indexed Interest Rate reflects any growth in the Index multiplied by the Participation Rate, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to $[\text{the lesser of } (a \times b) \text{ and } c] - d$, such result being not less than zero, where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated, as $(b \div a) - 1$, where:

a = the Closing Value of the Index as of the day before the beginning of the Segment Term; and

b = the Closing Value of the Index as of the day before the end of the Segment Term.

Participation Rate – This is the percentage of the Index Growth Rate that is used in calculating the Segment Indexed Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in your Annual Report.

Growth Cap – This is the maximum total interest rate for a Segment over the Segment Term, including both the Cumulative Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in your Annual Report.

Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

Deductions from the Accumulated Value – If there is more than one Indexed Account with the same Segment Term, deductions from each such Indexed Account will occur in numeric order according to the number designation at the end of the name of the Indexed Account, provided that deductions from any Indexed Account without such a number designation will occur before deductions from any Indexed Account with a number designation

POLICY SPECIFICATIONS

5 YEAR INDEXED ACCOUNT 2

Segment Term: 5 Years

Segment Guaranteed Interest Rate: 0.00%

Cumulative Segment Guaranteed Interest Rate: 0.00%

Guaranteed Minimum Participation Rate: 105% for the Segment Term

Guaranteed Minimum Growth Cap: 15% for the Segment Term

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. Also, see Indexed Accounts.

Index – The Index is the Standard & Poor's 500® Composite Stock Price Index, excluding dividends. If the Standard & Poor's 500® Composite Stock Price Index is discontinued, or if we are unable to use it for reasons beyond our control, we will substitute a successor index of our choosing. In such case, we will notify you of the change at your last known address.

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Segment Indexed Interest Rate – The Segment Indexed Interest Rate reflects any growth in the Index multiplied by the Participation Rate, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to $[\text{the lesser of } (a \times b) \text{ and } c] - d$, such result being not less than zero, where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated, as $(b \div a) - 1$, where:

a = the Closing Value of the Index as of the day before the beginning of the Segment Term; and

b = the average Closing Value of the Index as of the day before the end of the last twelve Segment Months of the Segment Term.

Participation Rate – This is the percentage of the Index Growth Rate that is used in calculating the Segment Indexed Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in your Annual Report.

Growth Cap – This is the maximum total interest rate for a Segment over the Segment Term, including both the Cumulative Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in your Annual Report.

Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

Deductions from the Accumulated Value – If there is more than one Indexed Account with the same Segment Term, deductions from each such Indexed Account will occur in numeric order according to the number designation at the end of the name of the Indexed Account, provided that deductions from any Indexed Account without such a number designation will occur before deductions from any Indexed Account with a number designation.

POLICY SPECIFICATIONS

1 YEAR INDEXED ACCOUNT

Segment Term: 1 Year

Segment Guaranteed Interest Rate: 0.00%

Cumulative Segment Guaranteed Interest Rate: 0.00%

Guaranteed Minimum Participation Rate: 100% for the Segment Term

Guaranteed Minimum Growth Cap: 3% for the Segment Term

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. Also, see Indexed Accounts.

Index – The Index is the Standard & Poor's 500® Composite Stock Price Index, excluding dividends. If the Standard & Poor's 500® Composite Stock Price Index is discontinued, or if we are unable to use it for reasons beyond our control, we will substitute a successor index of our choosing. In such case, we will notify you of the change at your last known address.

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Segment Indexed Interest Rate – The Segment Indexed Interest Rate reflects any growth in the Index multiplied by the Participation Rate, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to $[(a \times b) \text{ and } c] - d$, such result being not less than zero, where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated, as $(b \div a) - 1$, where:

a = the Closing Value of the Index as of the day before the beginning of the Segment Term; and

b = the Closing Value of the Index as of the day before the end of the Segment Term.

Participation Rate – This is the percentage of the Index Growth Rate that is used in calculating the Segment Indexed Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in your Annual Report.

Growth Cap – This is the maximum total interest rate for a Segment over the Segment Term, including both the Cumulative Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in your Annual Report.

Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

Deductions from the Accumulated Value – If there is more than one Indexed Account with the same Segment Term, deductions from each such Indexed Account will occur in numeric order according to the number designation at the end of the name of the Indexed Account, provided that deductions from any Indexed Account without such a number designation will occur before deductions from any Indexed Account with a number designation.

POLICY SPECIFICATIONS

1 YEAR INDEXED ACCOUNT 2

Segment Term: 1 Year

Segment Guaranteed Interest Rate: 0.00%

Cumulative Segment Guaranteed Interest Rate: 0.00%

Guaranteed Minimum Participation Rate: 100% for the Segment Term

Guaranteed Minimum Growth Cap: 3% for the Segment Term

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. Also, see Indexed Accounts.

Index – The 1 Year Indexed Account 2 provides returns based in part on the returns of three Indexes (Index A, B and C below), excluding dividends. We reserve the right in our sole discretion to substitute any of the Indexes, including if an Index is discontinued or no longer published. In such case, we will notify you of the change at your last known address.

Index A – MSCI Emerging Markets Index (published under the ticker symbol “MXEF”)

Index B – Hang Seng Index (published under the ticker symbol “HSI”)

Index C – EURO STOXX 50® Index, a registered trademark of STOXX Limited (published under the ticker symbol “SX5E”)

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Average Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Average Segment Indexed Interest Rate – The Average Segment Indexed Interest Rate is the average of each Index’s Segment Indexed Interest Rate for each Index, we calculate the Segment Indexed Interest Rate as described below.

Segment Indexed Interest Rate – With regard to each Index, the Segment Indexed Interest Rate reflects any growth in the Index multiplied by the Participation Rate, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to [the lesser of (a x b) and c] – d, such result being not less than zero, where:

a = Index Growth Rate of the Index

b = Participation Rate

c = Growth Cap

d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated separately with regard to each Index, as $(b \div a) - 1$, where:

a = the Final Value of the Index as of one calendar day before the beginning of the Segment Term, provided the New York Stock Exchange is open that day, and if it is not then as of the next day that the New York Stock Exchange is open; and

b = the Final Value of the Index as of one calendar day before the end of the Segment Term provided the New York Stock Exchange is open that day, and if it is not then as of the next day that the New York Stock Exchange is open.

The Final Value of any particular Index on any calendar day used in calculating the Index Growth Rate as provided above means the value determined by that Index’s provider as the Index’s final value for that calendar day. If no Final Value is determined for any Index as of the day the New York Stock Exchange

POLICY SPECIFICATIONS

is open as provided above, then we will use the Final Value for the most recent preceding calendar day for which a Final Value was determined for that Index.

Participation Rate – This is the percentage of the Index Growth Rate of the Index that is used in calculating the Segment Indexed Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We apply the same Participation Rate to each Index. We may declare a higher Participation Rate, which will be shown in your Annual Report.

Growth Cap – This is the maximum total interest rate for each Index over the Segment Term, including both the Cumulative Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. The Guaranteed Minimum Growth Cap is shown above. We apply the same Growth Cap to each Index. We may declare a higher Growth Cap, which will be shown in your Annual Report.

Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

Deductions from the Accumulated Value – If there is more than one Indexed Account with the same Segment Term, deductions from each such Indexed Account will occur in numeric order according to the number designation at the end of the name of the Indexed Account, provided that deductions from any Indexed Account without such a number designation will occur before deductions from any Indexed Account with a number designation.

POLICY SPECIFICATIONS

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A policyowner, by purchasing the policy, will be regarded as having acknowledged, understood, and accepted this disclaimer. The level of the Hang Seng Index at any time for the purposes of the Product will be the level as calculated by Hang Seng Indexes Company Limited.

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- Sponsor, endorse, sell or promote the **1 YEAR INDEXED ACCOUNT 2**.
- Recommend that any person invest in the **1 YEAR INDEXED ACCOUNT 2** or any other securities.
- Have any responsibility or liability for or make any decisions about the timing, amount or pricing of the **1 YEAR INDEXED ACCOUNT 2**.
- Have any responsibility or liability for the administration, management or marketing of the **1 YEAR INDEXED ACCOUNT 2**.
- Consider the needs of the **1 YEAR INDEXED ACCOUNT 2** or the owners of the **1 YEAR INDEXED ACCOUNT 2** in determining, composing or calculating the EURO STOXX 50® Index or have any obligation to do so.

POLICY SPECIFICATIONS

STOXX and its Licensors will not have any liability in connection with the 1 YEAR INDEXED ACCOUNT 2. Specifically,

- **STOXX and its Licensors do not make any warranty, express or implied and disclaim any and all warranty about:**
 - **The results to be obtained by the 1 YEAR INDEXED ACCOUNT 2, the owner of the 1 YEAR INDEXED ACCOUNT 2 or any other person in connection with the use of the EURO STOXX 50® Index and the data included in the EURO STOXX 50® Index;**
 - **The accuracy or completeness of the EURO STOXX 50® Index and its data;**
 - **The merchantability and the fitness for a particular purpose or use of the EURO STOXX 50® Index and its data;**
- **STOXX and its Licensors will have no liability for any errors, omissions or interruptions in the EURO STOXX 50® Index or its data;**
- **Under no circumstances will STOXX or its Licensors be liable for any lost profits or indirect, punitive, special or consequential damages or losses, even if STOXX or its Licensors knows that they might occur.**

The licensing agreement between Pacific Life Insurance Company and STOXX is solely for their benefit and not for the benefit of the owners of the 1 YEAR INDEXED ACCOUNT 2 or any other third parties.

POLICY SPECIFICATIONS

2 YEAR INDEXED ACCOUNT

Segment Term: 2 Year

Segment Guaranteed Interest Rate: 0.00%

Cumulative Segment Guaranteed Interest Rate: 0.00%

Guaranteed Minimum Participation Rate: 100% for the Segment Term

Guaranteed Minimum Growth Cap: 6% for the Segment Term

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. Also, see Indexed Accounts.

Index – The Index is the Standard & Poor's 500® Composite Stock Price Index, excluding dividends. If the Standard & Poor's 500® Composite Stock Price Index is discontinued, or if we are unable to use it for reasons beyond our control, we will substitute a successor index of our choosing. In such case, we will notify you of the change at your last known address.

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Segment Indexed Interest Rate – The Segment Indexed Interest Rate reflects any growth in the Index multiplied by the Participation Rate, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to $[\text{the lesser of } (a \times b) \text{ and } c] - d$, such result being not less than zero, where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated, as $(b \div a) - 1$, where:

a = the Closing Value of the Index as of the day before the beginning of the Segment Term; and

b = the Closing Value of the Index as of the day before the end of the Segment Term.

Participation Rate – This is the percentage of the Index Growth Rate that is used in calculating the Segment Indexed Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in your Annual Report.

Growth Cap – This is the maximum total interest rate for a Segment over the Segment Term, including both the Cumulative Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in your Annual Report.

Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

Deductions from the Accumulated Value – If there is more than one Indexed Account with the same Segment Term, deductions from each such Indexed Account will occur in numeric order according to the number designation at the end of the name of the Indexed Account, provided that deductions from any Indexed Account without such a number designation will occur before deductions from any Indexed Account with a number designation

POLICY SPECIFICATIONS

5 YEAR INDEXED ACCOUNT 2

Segment Term: 5 Years

Segment Guaranteed Interest Rate: 0.00%

Cumulative Segment Guaranteed Interest Rate: 0.00%

Guaranteed Minimum Participation Rate: 105% for the Segment Term

Guaranteed Minimum Growth Cap: 15% for the Segment Term

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. Also, see Indexed Accounts.

Index – The Index is the Standard & Poor's 500® Composite Stock Price Index, excluding dividends. If the Standard & Poor's 500® Composite Stock Price Index is discontinued, or if we are unable to use it for reasons beyond our control, we will substitute a successor index of our choosing. In such case, we will notify you of the change at your last known address.

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Segment Indexed Interest Rate – The Segment Indexed Interest Rate reflects any growth in the Index multiplied by the Participation Rate, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to $[\text{the lesser of } (a \times b) \text{ and } c] - d$, such result being not less than zero, where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated, as $(b \div a) - 1$, where:

a = the Closing Value of the Index as of the day before the beginning of the Segment Term; and

b = the average Closing Value of the Index as of the day before the end of the last twelve Segment Months of the Segment Term.

Participation Rate – This is the percentage of the Index Growth Rate that is used in calculating the Segment Indexed Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in your Annual Report.

Growth Cap – This is the maximum total interest rate for a Segment over the Segment Term, including both the Cumulative Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in your Annual Report.

Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

Deductions from the Accumulated Value – If there is more than one Indexed Account with the same Segment Term, deductions from each such Indexed Account will occur in numeric order according to the number designation at the end of the name of the Indexed Account, provided that deductions from any Indexed Account without such a number designation will occur before deductions from any Indexed Account with a number designation.

POLICY SPECIFICATIONS

1 YEAR INDEXED ACCOUNT

Segment Term: 1 Year

Segment Guaranteed Interest Rate: 0.00%

Cumulative Segment Guaranteed Interest Rate: 0.00%

Guaranteed Minimum Participation Rate: 100% for the Segment Term

Guaranteed Minimum Growth Cap: 3% for the Segment Term

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. Also, see Indexed Accounts.

Index – The Index is the Standard & Poor's 500® Composite Stock Price Index, excluding dividends. If the Standard & Poor's 500® Composite Stock Price Index is discontinued, or if we are unable to use it for reasons beyond our control, we will substitute a successor index of our choosing. In such case, we will notify you of the change at your last known address.

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Segment Indexed Interest Rate – The Segment Indexed Interest Rate reflects any growth in the Index multiplied by the Participation Rate, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to $[\text{the lesser of } (a \times b) \text{ and } c] - d$, such result being not less than zero, where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated, as $(b \div a) - 1$, where:

a = the Closing Value of the Index as of the day before the beginning of the Segment Term; and

b = the Closing Value of the Index as of the day before the end of the Segment Term.

Participation Rate – This is the percentage of the Index Growth Rate that is used in calculating the Segment Indexed Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in your Annual Report.

Growth Cap – This is the maximum total interest rate for a Segment over the Segment Term, including both the Cumulative Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in your Annual Report.

Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

Deductions from the Accumulated Value – If there is more than one Indexed Account with the same Segment Term, deductions from each such Indexed Account will occur in numeric order according to the number designation at the end of the name of the Indexed Account, provided that deductions from any Indexed Account without such a number designation will occur before deductions from any Indexed Account with a number designation.

POLICY SPECIFICATIONS

1 YEAR INDEXED ACCOUNT 2

Segment Term: 1 Year

Segment Guaranteed Interest Rate: 0.00%

Cumulative Segment Guaranteed Interest Rate: 0.00%

Guaranteed Minimum Participation Rate: 100% for the Segment Term

Guaranteed Minimum Growth Cap: 3% for the Segment Term

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. Also, see Indexed Accounts.

Index – The 1 Year Indexed Account 2 provides returns based in part on the returns of three Indexes (Index A, B and C below), excluding dividends. We reserve the right in our sole discretion to substitute any of the Indexes, including if an Index is discontinued or no longer published. In such case, we will notify you of the change at your last known address.

Index A – MSCI Emerging Markets Index (published under the ticker symbol “MXEF”)

Index B – Hang Seng Index (published under the ticker symbol “HSI”)

Index C – EURO STOXX 50® Index, a registered trademark of STOXX Limited (published under the ticker symbol “SX5E”)

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Average Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Average Segment Indexed Interest Rate – The Average Segment Indexed Interest Rate is the average of each Index’s Segment Indexed Interest Rate for each Index, we calculate the Segment Indexed Interest Rate as described below.

Segment Indexed Interest Rate – With regard to each Index, the Segment Indexed Interest Rate reflects any growth in the Index multiplied by the Participation Rate, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to [the lesser of (a x b) and c] – d, such result being not less than zero, where:

a = Index Growth Rate of the Index

b = Participation Rate

c = Growth Cap

d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated separately with regard to each Index, as $(b \div a) - 1$, where:

a = the Final Value of the Index as of one calendar day before the beginning of the Segment Term, provided the New York Stock Exchange is open that day, and if it is not then as of the next day that the New York Stock Exchange is open; and

b = the Final Value of the Index as of one calendar day before the end of the Segment Term provided the New York Stock Exchange is open that day, and if it is not then as of the next day that the New York Stock Exchange is open.

The Final Value of any particular Index on any calendar day used in calculating the Index Growth Rate as provided above means the value determined by that Index’s provider as the Index’s final value for that calendar day. If no Final Value is determined for any Index as of the day the New York Stock Exchange

POLICY SPECIFICATIONS

is open as provided above, then we will use the Final Value for the most recent preceding calendar day for which a Final Value was determined for that Index.

Participation Rate – This is the percentage of the Index Growth Rate of the Index that is used in calculating the Segment Indexed Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We apply the same Participation Rate to each Index. We may declare a higher Participation Rate, which will be shown in your Annual Report.

Growth Cap – This is the maximum total interest rate for each Index over the Segment Term, including both the Cumulative Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. The Guaranteed Minimum Growth Cap is shown above. We apply the same Growth Cap to each Index. We may declare a higher Growth Cap, which will be shown in your Annual Report.

Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

Deductions from the Accumulated Value – If there is more than one Indexed Account with the same Segment Term, deductions from each such Indexed Account will occur in numeric order according to the number designation at the end of the name of the Indexed Account, provided that deductions from any Indexed Account without such a number designation will occur before deductions from any Indexed Account with a number designation.

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POLICY SPECIFICATIONS

2 YEAR INDEXED ACCOUNT

Segment Term: 2 Year

Segment Guaranteed Interest Rate: 0.00%

Cumulative Segment Guaranteed Interest Rate: 0.00%

Guaranteed Minimum Participation Rate: 100% for the Segment Term

Guaranteed Minimum Growth Cap: 6% for the Segment Term

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. Also, see Indexed Accounts.

Index – The Index is the Standard & Poor's 500® Composite Stock Price Index, excluding dividends. If the Standard & Poor's 500® Composite Stock Price Index is discontinued, or if we are unable to use it for reasons beyond our control, we will substitute a successor index of our choosing. In such case, we will notify you of the change at your last known address.

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Segment Indexed Interest Rate – The Segment Indexed Interest Rate reflects any growth in the Index multiplied by the Participation Rate, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to $[\text{the lesser of } (a \times b) \text{ and } c] - d$, such result being not less than zero, where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated, as $(b \div a) - 1$, where:

a = the Closing Value of the Index as of the day before the beginning of the Segment Term; and

b = the Closing Value of the Index as of the day before the end of the Segment Term.

Participation Rate – This is the percentage of the Index Growth Rate that is used in calculating the Segment Indexed Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in your Annual Report.

Growth Cap – This is the maximum total interest rate for a Segment over the Segment Term, including both the Cumulative Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in your Annual Report.

Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

Deductions from the Accumulated Value – If there is more than one Indexed Account with the same Segment Term, deductions from each such Indexed Account will occur in numeric order according to the number designation at the end of the name of the Indexed Account, provided that deductions from any Indexed Account without such a number designation will occur before deductions from any Indexed Account with a number designation

POLICY SPECIFICATIONS

5 YEAR INDEXED ACCOUNT 2

Segment Term: 5 Years

Segment Guaranteed Interest Rate: 0.00%

Cumulative Segment Guaranteed Interest Rate: 0.00%

Guaranteed Minimum Participation Rate: 105% for the Segment Term

Guaranteed Minimum Growth Cap: 15% for the Segment Term

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. Also, see Indexed Accounts.

Index – The Index is the Standard & Poor's 500® Composite Stock Price Index, excluding dividends. If the Standard & Poor's 500® Composite Stock Price Index is discontinued, or if we are unable to use it for reasons beyond our control, we will substitute a successor index of our choosing. In such case, we will notify you of the change at your last known address.

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Segment Indexed Interest Rate – The Segment Indexed Interest Rate reflects any growth in the Index multiplied by the Participation Rate, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to $[\text{the lesser of } (a \times b) \text{ and } c] - d$, such result being not less than zero, where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated, as $(b \div a) - 1$, where:

a = the Closing Value of the Index as of the day before the beginning of the Segment Term; and

b = the average Closing Value of the Index as of the day before the end of the last twelve Segment Months of the Segment Term.

Participation Rate – This is the percentage of the Index Growth Rate that is used in calculating the Segment Indexed Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in your Annual Report.

Growth Cap – This is the maximum total interest rate for a Segment over the Segment Term, including both the Cumulative Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in your Annual Report.

Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

Deductions from the Accumulated Value – If there is more than one Indexed Account with the same Segment Term, deductions from each such Indexed Account will occur in numeric order according to the number designation at the end of the name of the Indexed Account, provided that deductions from any Indexed Account without such a number designation will occur before deductions from any Indexed Account with a number designation.

POLICY SPECIFICATIONS

1 YEAR INDEXED ACCOUNT

Segment Term: 1 Year

Segment Guaranteed Interest Rate: 0.00%

Cumulative Segment Guaranteed Interest Rate: 0.00%

Guaranteed Minimum Participation Rate: 100% for the Segment Term

Guaranteed Minimum Growth Cap: 3% for the Segment Term

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. Also, see Indexed Accounts.

Index – The Index is the Standard & Poor's 500® Composite Stock Price Index, excluding dividends. If the Standard & Poor's 500® Composite Stock Price Index is discontinued, or if we are unable to use it for reasons beyond our control, we will substitute a successor index of our choosing. In such case, we will notify you of the change at your last known address.

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Segment Indexed Interest Rate – The Segment Indexed Interest Rate reflects any growth in the Index multiplied by the Participation Rate, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to $[\text{the lesser of } (a \times b) \text{ and } c] - d$, such result being not less than zero, where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated, as $(b \div a) - 1$, where:

a = the Closing Value of the Index as of the day before the beginning of the Segment Term; and

b = the Closing Value of the Index as of the day before the end of the Segment Term.

Participation Rate – This is the percentage of the Index Growth Rate that is used in calculating the Segment Indexed Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in your Annual Report.

Growth Cap – This is the maximum total interest rate for a Segment over the Segment Term, including both the Cumulative Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in your Annual Report.

Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

Deductions from the Accumulated Value – If there is more than one Indexed Account with the same Segment Term, deductions from each such Indexed Account will occur in numeric order according to the number designation at the end of the name of the Indexed Account, provided that deductions from any Indexed Account without such a number designation will occur before deductions from any Indexed Account with a number designation.

POLICY SPECIFICATIONS

1 YEAR INDEXED ACCOUNT 2

Segment Term: 1 Year

Segment Guaranteed Interest Rate: 0.00%

Cumulative Segment Guaranteed Interest Rate: 0.00%

Guaranteed Minimum Participation Rate: 100% for the Segment Term

Guaranteed Minimum Growth Cap: 3% for the Segment Term

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. Also, see Indexed Accounts.

Index – The 1 Year Indexed Account 2 provides returns based in part on the returns of three Indexes (Index A, B and C below), excluding dividends. We reserve the right in our sole discretion to substitute any of the Indexes, including if an Index is discontinued or no longer published. In such case, we will notify you of the change at your last known address.

Index A – MSCI Emerging Markets Index (published under the ticker symbol “MXEF”)

Index B – Hang Seng Index (published under the ticker symbol “HSI”)

Index C – EURO STOXX 50® Index, a registered trademark of STOXX Limited (published under the ticker symbol “SX5E”)

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Average Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Average Segment Indexed Interest Rate – The Average Segment Indexed Interest Rate is the average of each Index’s Segment Indexed Interest Rate for each Index, we calculate the Segment Indexed Interest Rate as described below.

Segment Indexed Interest Rate – With regard to each Index, the Segment Indexed Interest Rate reflects any growth in the Index multiplied by the Participation Rate, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to [the lesser of (a x b) and c] – d, such result being not less than zero, where:

a = Index Growth Rate of the Index

b = Participation Rate

c = Growth Cap

d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated separately with regard to each Index, as $(b \div a) - 1$, where:

a = the Final Value of the Index as of one calendar day before the beginning of the Segment Term, provided the New York Stock Exchange is open that day, and if it is not then as of the next day that the New York Stock Exchange is open; and

b = the Final Value of the Index as of one calendar day before the end of the Segment Term provided the New York Stock Exchange is open that day, and if it is not then as of the next day that the New York Stock Exchange is open.

The Final Value of any particular Index on any calendar day used in calculating the Index Growth Rate as provided above means the value determined by that Index’s provider as the Index’s final value for that calendar day. If no Final Value is determined for any Index as of the day the New York Stock Exchange

POLICY SPECIFICATIONS

is open as provided above, then we will use the Final Value for the most recent preceding calendar day for which a Final Value was determined for that Index.

Participation Rate – This is the percentage of the Index Growth Rate of the Index that is used in calculating the Segment Indexed Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We apply the same Participation Rate to each Index. We may declare a higher Participation Rate, which will be shown in your Annual Report.

Growth Cap – This is the maximum total interest rate for each Index over the Segment Term, including both the Cumulative Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. The Guaranteed Minimum Growth Cap is shown above. We apply the same Growth Cap to each Index. We may declare a higher Growth Cap, which will be shown in your Annual Report.

Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

Deductions from the Accumulated Value – If there is more than one Indexed Account with the same Segment Term, deductions from each such Indexed Account will occur in numeric order according to the number designation at the end of the name of the Indexed Account, provided that deductions from any Indexed Account without such a number designation will occur before deductions from any Indexed Account with a number designation.

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 - **The accuracy or completeness of the EURO STOXX 50® Index and its data;**
 - **The merchantability and the fitness for a particular purpose or use of the EURO STOXX 50® Index and its data;**
- **STOXX and its Licensors will have no liability for any errors, omissions or interruptions in the EURO STOXX 50® Index or its data;**
- **Under no circumstances will STOXX or its Licensors be liable for any lost profits or indirect, punitive, special or consequential damages or losses, even if STOXX or its Licensors knows that they might occur.**

The licensing agreement between Pacific Life Insurance Company and STOXX is solely for their benefit and not for the benefit of the owners of the 1 YEAR INDEXED ACCOUNT 2 or any other third parties.

POLICY SPECIFICATIONS

2 YEAR INDEXED ACCOUNT

Segment Term: 2 Year

Segment Guaranteed Interest Rate: 0.00%

Cumulative Segment Guaranteed Interest Rate: 0.00%

Guaranteed Minimum Participation Rate: 100% for the Segment Term

Guaranteed Minimum Growth Cap: 6% for the Segment Term

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. Also, see Indexed Accounts.

Index – The Index is the Standard & Poor's 500® Composite Stock Price Index, excluding dividends. If the Standard & Poor's 500® Composite Stock Price Index is discontinued, or if we are unable to use it for reasons beyond our control, we will substitute a successor index of our choosing. In such case, we will notify you of the change at your last known address.

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Segment Indexed Interest Rate – The Segment Indexed Interest Rate reflects any growth in the Index multiplied by the Participation Rate, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to $[\text{the lesser of } (a \times b) \text{ and } c] - d$, such result being not less than zero, where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated, as $(b \div a) - 1$, where:

a = the Closing Value of the Index as of the day before the beginning of the Segment Term; and

b = the Closing Value of the Index as of the day before the end of the Segment Term.

Participation Rate – This is the percentage of the Index Growth Rate that is used in calculating the Segment Indexed Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in your Annual Report.

Growth Cap – This is the maximum total interest rate for a Segment over the Segment Term, including both the Cumulative Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in your Annual Report.

Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

Deductions from the Accumulated Value – If there is more than one Indexed Account with the same Segment Term, deductions from each such Indexed Account will occur in numeric order according to the number designation at the end of the name of the Indexed Account, provided that deductions from any Indexed Account without such a number designation will occur before deductions from any Indexed Account with a number designation

POLICY SPECIFICATIONS

5 YEAR INDEXED ACCOUNT 2

Segment Term: 5 Years

Segment Guaranteed Interest Rate: 0.00%

Cumulative Segment Guaranteed Interest Rate: 0.00%

Guaranteed Minimum Participation Rate: 105% for the Segment Term

Guaranteed Minimum Growth Cap: 15% for the Segment Term

Overview – This describes the elements and method used in calculating Segment Indexed Interest for each Segment of this Indexed Account. Also, see Indexed Accounts.

Index – The Index is the Standard & Poor's 500® Composite Stock Price Index, excluding dividends. If the Standard & Poor's 500® Composite Stock Price Index is discontinued, or if we are unable to use it for reasons beyond our control, we will substitute a successor index of our choosing. In such case, we will notify you of the change at your last known address.

Segment Indexed Interest – At Segment Maturity, Segment Indexed Interest will be credited to the Segment and is equal to the Segment Indexed Interest Rate multiplied by the average of all Segment Monthly Balances over the entire Segment Term.

Segment Monthly Balance – The Segment Monthly Balance is, as of the end of any Segment Month, the amount initially transferred to the Segment on the Segment Date minus all Segment Deductions, excluding any interest that may have been credited to the Segment.

Segment Indexed Interest Rate – The Segment Indexed Interest Rate reflects any growth in the Index multiplied by the Participation Rate, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate. The Segment Indexed Interest Rate is equal to $[\text{the lesser of } (a \times b) \text{ and } c] - d$, such result being not less than zero, where:

a = Index Growth Rate

b = Participation Rate

c = Growth Cap

d = Cumulative Segment Guaranteed Interest Rate

Index Growth Rate – In calculating the Segment Indexed Interest, the Index Growth Rate for that Segment Term is first calculated, as $(b \div a) - 1$, where:

a = the Closing Value of the Index as of the day before the beginning of the Segment Term; and

b = the average Closing Value of the Index as of the day before the end of the last twelve Segment Months of the Segment Term.

Participation Rate – This is the percentage of the Index Growth Rate that is used in calculating the Segment Indexed Interest Rate. The Guaranteed Minimum Participation Rate is shown above. We may declare a higher Participation Rate, which will be shown in your Annual Report.

Growth Cap – This is the maximum total interest rate for a Segment over the Segment Term, including both the Cumulative Segment Guaranteed Interest Rate and the Segment Indexed Interest Rate. The Guaranteed Minimum Growth Cap is shown above. We may declare a higher Growth Cap, which will be shown in your Annual Report.

Cumulative Segment Guaranteed Interest Rate – The Cumulative Segment Guaranteed Interest Rate is the Segment Guaranteed Interest Rate compounded annually for the number of years of the Segment Term.

Deductions from the Accumulated Value – If there is more than one Indexed Account with the same Segment Term, deductions from each such Indexed Account will occur in numeric order according to the number designation at the end of the name of the Indexed Account, provided that deductions from any Indexed Account without such a number designation will occur before deductions from any Indexed Account with a number designation.

<i>SERFF Tracking Number:</i>	<i>PALD-126926341</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pacific Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47552</i>
<i>Company Tracking Number:</i>	<i>NEW INDEX ACCOUNTS</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.101 External Indexed - Single Life</i>
	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>New Index Accounts</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Supporting Document Schedules

	Item Status:	Status
		Date:
Satisfied - Item:	Flesch Certification	
Comments:		
Attachment:		
READABILITY CERTIFICATION.pdf		

	Item Status:	Status
		Date:
Satisfied - Item:	Application	
Comments:		
Application A10IUW2, approved on 3/17/2010 will be the main application used.		

	Item Status:	Status
		Date:
Satisfied - Item:	Actuarial Memoranda for New Indexed Accounts	
Comments:		
Attachments:		
Actl_Memo 2_Yr IndexAcct 11.8.10.pdf		
Actl_Memo Intl IndexAcct 12 1 10.pdf		

READABILITY CERTIFICATION

Form Filing for: **Pacific Life Insurance Company**

Form Name: 1 Year Indexed Account 2
2 Year Indexed Account

Flesch Score(s): 54.4
53.9

(Flesch test was made for entire form, not for selected samples.)

Test type: 10 point

I certify that in my judgment this filing is:

- **READABLE** (simple sentence structure – shortness of sentences – use of common words – avoidance of legal and technical terms to greatest possible extent and defining of those terms which cannot be avoided – minimum of cross-references).
- **LEGIBLE** (ample type size for text with contrasting type for headings and subheadings – ample space between lines – ample white space in margins and between section – ample ink-to-paper contrast).
- **IN LOGICAL ORDER AND FORMAT** (table of contents or index included – sections and subsections self-contained and arranged in logical flow – extensive use of headings and subheadings to facilitate location of particular items – outline form used where desirable for clarity).

I believe this filing:

- Meets or exceeds the requirements of the policy readability legislation already enacted in numerous states; and
- Meets or exceeds the requirements of the NAIC Model Bill on language simplification.

Signed for the Company at Newport Beach, California on

12/02/2010



SIGNATURE

THOMAS S. BEADLESTON

NAME

VICE PRESIDENT

TITLE

PACIFIC LIFE INSURANCE COMPANY

Actuarial Statement of Computation Basis

Addition of Specifications Page for New Indexed Account

For Form Numbers P08PB, P08PIM, P09IEP, P09IEM

I DESCRIPTION OF ENDORSEMENT CHARACTERISTICS

A. Summary

This filing adds an optional new Indexed Account to the referenced Indexed Universal Life policies. The addition is designed to be available beginning February 1, 2011, to the referenced policies for both new business and existing inforce. The New Index Account has the following features:

- 2 Year Point-to-point index crediting
- Minimum Participation Rate of 100%
- Minimum Growth Cap of 6% over the segment term
- Segment Guaranteed Interest Rate of 0% over the segment term.

B. Charges

There is no separate charge for the new Indexed Account

II NONFORFEITURE BENEFITS

All Policy forms, as referenced above, with which this new Indexed Account will be used, are in compliance with nonforfeiture law as stated in the actuarial memorandums for these policy forms. The maximum surrender charge is not affected by the presence of the new Indexed Account. Therefore the guaranteed cash surrender value available to the policyholder and the policy value including the new Indexed Account will continue to be in compliance with the appropriate nonforfeiture law.

III. RESERVES

For all Policy forms, as referenced above, with which this new Indexed Account will be used, adding this new Indexed Account does not change how the reserves are calculated. Reserves are held according to the current model regulations or applicable state specific version of the model regulations as well as applicable Actuarial Guidelines as stated in the actuarial memorandums for these Policy forms.

I CERTIFY TO THE BEST OF MY BELIEF OR KNOWLEDGE, THIS COMPLIES WITH THE LAWS AND REGULATIONS OF YOUR STATE.


Lawrence Hersh, FSA, MAAA

11/8/10

Date

PACIFIC LIFE INSURANCE COMPANY

Actuarial Statement of Computation Basis

Addition of Specifications Page for New Indexed Account

For Form Numbers P08PI3, P08PIM, P09IEP, P09IEM

I DESCRIPTION OF ENDORSEMENT CHARACTERISTICS

A. Summary

This filing adds an optional new Indexed Account to the referenced Indexed Universal Life policies. The addition is designed to be available beginning February 1, 2011, to the referenced policies for both new business and existing inforce. The New Index Account has the following features:

- 1 Year Point-to-point index crediting based on the average of 3 Indexes
- Minimum Participation Rate of 100%
- Minimum Growth Cap of 3% over the segment term
- Segment Guaranteed Interest Rate of 0% over the segment term.

B. Charges

There is no separate charge for the new Indexed Account.

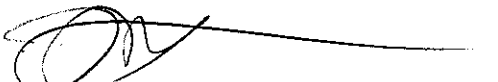
II. NONFORFEITURE BENEFITS

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I CERTIFY TO THE BEST OF MY BELIEF OR KNOWLEDGE, THIS COMPLIES WITH THE LAWS AND REGULATIONS OF YOUR STATE.


Lawrence Hersh, FSA, MAAA

12/1/10

Date